

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION at COLUMBUS

In re Brandon L. Longstreth, Jr.,) Case No. 21-51413
Shannon L. Longstreth,)
) Chapter 13
) Judge C. Kathryn Preston
Debtor(s)

CHAPTER 13 PLAN

1. NOTICES

<p>The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.</p> <p>This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "§" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.</p>
<p>Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).</p> <p><input type="checkbox"/> Debtor _____ is not eligible for a discharge.</p> <p><input type="checkbox"/> Joint Debtor _____ is not eligible for a discharge.</p>
<p><input checked="" type="checkbox"/> Initial Plan</p> <p><input type="checkbox"/> Amended Plan The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee, and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly highlighted in a conspicuous manner in the Amended Plan filed with the Court. LBR 3015-2(a)(1).</p>
<p>If an item is not checked, the provision will be ineffective if set out later in the Plan.</p> <p><input checked="" type="checkbox"/> This Plan contains nonstandard provisions in Paragraph 13.</p> <p><input checked="" type="checkbox"/> The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2(A) and/or 5.1.4(A).</p> <p><input checked="" type="checkbox"/> The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1, 5.4.2, and/or 5.4.3.</p> <p>NOTICES TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.</p>

2. PLAN PAYMENT AND LENGTH

2.1 Plan Payment. The Debtor shall pay to the Trustee the amount of \$ 6,000.00 per month. [Enter step payments below, if any.] The Debtor shall commence making payments not later than thirty (30) days after the date of filing of the Plan or the order for relief, whichever is earlier. § 1326(a)(1).

2.1.1 Step Payments, if any:

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2.2 Unsecured Percentage

- ☐ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of _____ % on each allowed nonpriority unsecured claim.
- ☒ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is \$ 360,000.00 . Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than 1 %.

2.3 Means Test Determination

- ☐ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.
- ☒ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be sixty (60) months.

Upon notice filed with the Court, the Trustee is authorized to administratively increase the proposed percentage payable to nonpriority unsecured creditors to ensure the Plan complies with § 1325(b)(1)(B).

3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

	Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount	
	Ally	2018 Chevrolet Impala	\$200.00	
	Ally	2019 Ram 3500	\$500.00	
	Chrysler Capital	2020 Ram 1500	\$750.00	
	Pawnee Leasing Corporation	Utility Body	\$100.00	

4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

4.1 Non-Governmental Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2(A) and 5.1.4(A). Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2, and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.

4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).

4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2(A), 5.1.4(A), 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), and Rule 4003(d).

4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2(A) or (B), 5.1.3, 5.1.4(A) or (B), and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of -- (a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under § 1328, or (c) completion of the Plan -- at which time the lien will terminate and be released by the creditor.

5. PAYMENTS TO CREDITORS

SUMMARY OF PAYMENTS BY CLASS

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims
Class 5	Treatment of Claims with a Non-Filing Codebtor, Guarantor, or Third Party	See Paragraph 5.5
Class 6	Claims Paid by the Debtor	Not applicable

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient. If the Trustee receives written communication from a creditor that a claim has been paid in full, released, waived, or otherwise deemed satisfied, the Trustee may file a Notice of Deemed Satisfaction of Claim with the Court and distribute any funds returned to the Trustee relating to such claim to other creditors without further order of the Court.

5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The Plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full Plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated to include the payment due the month after the filing of the petition. For mortgage loan claims disbursed by the Trustee, arrearage payments shall be calculated to include the payment due for the month of the filing of the petition. Arrearages shall be listed in Paragraph 5.2.1 and paid as Class 2 claims.

Trustee disburse.

	Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount	
	US Bank Home Mortgage	140 Juanita Drive Zanesville, Ohio	Y	\$803.80	

Debtor direct pay. Unless otherwise ordered by the Court, regular monthly mortgage payments may be paid directly by the Debtor only if the mortgage is current as of the petition date. LBR 3015-1(d).

5.1.2 Modified Mortgages or Liens Secured by Real Property

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the Plan is due. §§ 1322(b)(2), (c)(2).

5.1.2(A) Cramdown/Real Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

5.1.2(B) Non-Cramdown/Real Property. The full amount of the following claims shall be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

	Name of Creditor	Property Description	Purchase Date	Estimated Secured Claim to be Paid	Interest Rate	Minimum Monthly Payment Including Interest	
	Ally	2019 Ram 3500	1/2020	\$68,000.00	3.25%	\$500.00	

5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable

The following claims are secured by personal property not described above in Paragraph 5.1.3.

5.1.4(A) Cramdown/Personal Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

	Name of Creditor / Procedure	Property Description	Purchase/ Transaction Date	
1	Ally <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	2018 Chevrolet Impala	8/2017	
2	Pawnee Leasing Corporation <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	Utility Body	6/2015	
	Value of Property	Estimated Secured Claim to be Paid	Interest Rate	Minimum Monthly Payment Including Interest
1	\$15,000.00	\$15,000.00	3.25%	\$200.00
2	\$1,500.00	\$1,500.00	3.25%	\$100.00

5.1.4(B) Non-Cramdown/Personal Property. The full amount of the following claims will be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

5.1.5 Domestic Support Obligations (Ongoing) - Priority Claims under § 507(a)(1)

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee. Arrearages shall be listed in Paragraph 5.2.2 and paid as Class 2 claims.

5.1.6 Executory Contracts and Unexpired Leases

Service Requirements. The Plan shall be served on the holder of any executory contract or unexpired lease listed in Paragraph 5.1.6.

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages: A proof of claim for rejection damages must be filed by the creditor within ninety (90) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(c)(1). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

Debtor direct pay.

5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

	Name of Claimant	Total Claim	Amount to be Disbursed by Trustee	Minimum Monthly Payment Amount	
	Zellar & Zellar, Attorneys at Law, Inc.	\$4,350.00	\$2,350.00	\$2,350.00	

5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment, and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims. The interest rate in Paragraph 7 does not apply to claims in this Paragraph.

	Name of Creditor	Description of Claim/Collateral	Estimated Secured Claim to be Paid	Interest Rate	
	US Bank Home Mortgage	140 Juanita Drive Zanesville, Ohio	\$6,900.00	0%	

5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

	Name of Creditor / Procedure	Property Address		
1	Russell & Myla Adams <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	140 Juanita Drive Zanesville, Ohio		
2	TBF Financial LLC <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	140 Juanita Drive Zanesville, Ohio		
3	Ohio Department of Taxation <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	140 Juanita Drive Zanesville, Ohio		
	Value of Property	SENIOR Mortgages/Liens (Amount/Lienholder)		Amount of Wholly Unsecured Mortgage/Lien
	Value of Property	SENIOR Mortgages/Liens (Amount/Lienholder)		Amount of Wholly Unsecured Mortgage/Lien
1	\$110,000.00	\$112,000.00	US Bank Home Mortgage	\$7,500.00
2	\$110,000.00	\$7,500.00	Russell & Myla Annis	\$20,500.00
3	\$110,000.00	\$20,500.00	TBF Financial LLC	\$64,000.00

5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1) (A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

5.4.4 Mortgages to be Avoided Under § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

5.5 CLASS 5 - TREATMENT OF CLAIMS WITH A NON-FILING CODEBTOR, GUARANTOR, OR THIRD PARTY

5.5(A) Claims Paid by Non-Filing Codebtor, Guarantor, or Third Party. The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing codebtor, guarantor, or third party.

5.5(B) Claims Paid by Debtor or Trustee. The following claims with a non-filing codebtor or guarantor shall be paid by the Debtor or Trustee.

	Name of Creditor	Description of Claim/Collateral	Amount of Claim	
1	Chrysler Capital	2020 Ram 1500	\$69,000.00	
	Monthly Payment Amount	Interest Rate	Claim to be Paid by	To be Paid
1	\$750.00	18%	<input type="checkbox"/> Debtor <input checked="" type="checkbox"/> Trustee	<input checked="" type="checkbox"/> Per proof of claim, subject to the claims objection process <input type="checkbox"/> Other (See Paragraph 13)

5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims, which are not otherwise addressed in the Plan, shall not be paid by the Trustee but shall be paid directly by the Debtor.

6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court, or provided for in this Plan and except for claims treated in paragraph 5.1.1 and 5.2.1, secured claims shall be paid interest at the annual percentage rate of 3.25 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at 3 % from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

8. FEDERAL INCOME TAX RETURNS AND REFUNDS

8.1 Federal Income Tax Returns

The Debtor shall provide the Trustee with a copy of each federal income tax return by April 30 of each year, unless otherwise ordered by the Court.

8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and, unless otherwise ordered by the Court, shall turn over any balance in excess of such amount to the Trustee by June 1 of each year. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

9. OTHER DUTIES OF THE DEBTOR

9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

9.2 Personal Injury, Workers Compensation, Bonuses, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Funds to Which the Debtor May Be Entitled or Becomes Entitled to Receive

The Debtor shall keep the Trustee informed as to any claim for or receipt of money or property regarding personal injury, workers compensation, bonuses, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or receipt of social security funds.

10. INSURANCE

10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

	Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/Contact Information	
	140 Juanita Drive Zanesville, Ohio	Patron's Buckeye Mutual Ins Co	45707	Full	Perry Ins Agency (740) 439-1110	
	2018 Chevrolet Impala 2019 Ram 3500 2006 Spa Dolly Trailer 2016 Load Trail Trailer 2020 Ram 1500 Utility Body 2020 Spa Dolly Trailer	Acuity Insurance	ZC3898	Full Full Full Full Full Full Full	Williamson Insurance (740) 453-0791	

10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☐ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

☐ Other _____

13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

	Nonstandard Provisions	
	Debtor may elect to sell the real estate or personal property included herein during the pendency of the Plan, upon proper application and approval by the Court.	

By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

Debtor's Attorney

Date:04/23/21

/s/ Crystal I. Zellar
Crystal I. Zellar (#0038785)
Zellar & Zellar, Attorneys at Law, Inc.
720 Market Street
Zanesville, Ohio 43701
Ph: (740) 452-8439
Fx: (740) 450-8499
mail@ZellarLaw.com

Debtor

/s/ Brandon L. Longstreth, Sr.

Date:04/23/21

Joint Debtor

/s/ Shannon L. Longstreth

Date:04/23/21

NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 plan or an amended Chapter 13 plan (hereafter, the "Plan").

Your rights may be affected. You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file a written objection to the Plan. Objections to confirmation of an initial plan shall be filed within fourteen (14) days after the § 341 meeting of creditors is concluded. Objections to confirmation of an amended plan shall be filed with the later of twenty-one (21) days after service of the amended plan or fourteen (14) days after the 341 meeting of creditors is concluded. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by first class mail to the United States Bankruptcy Court

170 North High Street, Columbus OH 43215

OR your attorney must file the objection using the Court's ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court's ECF System or by 2) first class mail to:

Brandon & Shannon Longstreth, 140 Juanita Drive, Zanesville, Ohio 43701

Crystal I. Zellar, Esq. - mail@ZellarLaw.com

Edward A. Bailey, 130 E. Wilson Bridge Rd., Suite 200, Worthington, OH 43085

and the United States trustee.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Chapter 13 Plan** was served **electronically** on the date of filing through the Court's ECF System on all ECF participants registered in this case at the email address registered with the Court and

by first class mail on 04/23/21 addressed to:

Brandon & Shannon Longstreth
140 Juanita Dr
Zanesville OH 43701

See Creditor Matrix
All Creditors and Parties in Interest

Ally
Attn: Chief Financial Officer
PO Box 380901
Bloomington MN 55438

Chrysler Capital
Attn: Chief Financial Officer
PO Box 961278
Fort Worth TX 76161-1278

Ohio Department of Taxation
Attn: Bankruptcy Division
PO Box 530
Columbus OH 43216

Ohio Department of Taxation
c/o Attorney General of Ohio
Collections Enforcement Section
150 East Gay Street 21st Fl
Columbus OH 43215

Pawnee Leasing Corporation
Attn: Chief Financial Officer
3801 Automation Way #207
Fort Collins CO 80525

Russell & Myla Annis
5059 Countess Dr
Columbus IN 47203

TBF Financial LLC
Attn: Chief Financial Officer
740 Waukegan Rd #404
Deerfield IL 60015

Longstreth Enterprises LLC
Attn: Chief Financial Officer
140 Juanita Dr
Zanesville OH 43701

[For parties served other than by first class mail add the following language]

by _____ certified U.S. Mail _____ on 04/23/21 addressed to:

US Bank Home Mortgage
Attn: Chief Financial Officer
PO Box 21948
Eagan MN 55121

/s/ Crystal I. Zellar
Crystal I. Zellar (#0038785)
Zellar & Zellar, Attorneys at Law, Inc.
720 Market Street
Zanesville, Ohio 43701
Ph: (740) 452-8439
Fx: (740) 450-8499
mail@ZellarLaw.com

Label Matrix for local noticing

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Ally

0648-2
Case 2:21-bk-51413
Southern District of Ohio
Columbus
Fri Apr 23 08:38:02 EDT 2021

Attn: Chief Financial Officer
PO Box 380901
Bloomington MN 55438-0901

Andy Bowers & Associates
605 N High St #154
Columbus OH 43215-2024

Asst US Trustee (Col)
Office of the US Trustee
170 North High Street
Suite 200
Columbus, OH 43215-2417

Edward A. Bailey
Chapter 13 Trustee
130 E. Wilson Bridge Road
Suite 200
Worthington, OH 43085-2391

Barclay Bank
Customer Service
PO Box 8802
Wilmington DE 19899-8802

Best Buy Credit Services
PO Box 790441
Saint Louis MO 63179-0441

Bettinger Enterprises
c/o ServPro of Zanesville/Cambridge
60 Urban Hill Rd
Zanesville OH 43701-9521

Capital One
Customer Center
PO Box 30285
Salt Lake City UT 84130-0285

Central Credit Services LLC
9550 Regency Square Blvd #500
Jacksonville FL 32225-8169

Chrysler Capital
Attn: Chief Financial Officer
PO Box 961278
Fort Worth TX 76161-0278

Comenity Bank
Bankruptcy Department
PO Box 182125
Columbus OH 43218-2125

Convergent Outsourcing Inc
800 SW 39th St
PO Box 9004
Renton WA 98057-9004

Credence Resource Management LLC
PO Box 2390
Southgate MI 48195-4390

Credit Control LLC
5757 Phantom Dr #330
Hazelwood MO 63042-2429

D Dale Seif Jr Esq
Seif & McNamee LLC
110 E Emmitt Ave
Waverly OH 45690-1334

D&A Services LLC
1400 E Touhy Ave Ste G2
Des Plaines IL 60018-3338

(p)DITCHEY GEIGER LLC
7123 PEARL RD
SUITE 400
CLEVELAND OH 44130-4944

Dynamic Recovery Services
135 Interstate Blvd
Greenville SC 29615-5720

FMS Inc
PO Box 707600
Tulsa OK 74170-7600

Financial Pacific Leasing
3455 S 344th Way #300
Federal Way WA 98001-9546

Gamestop / Comenity Bank
Attn: Bankruptcy Dept
PO Box 183043
Columbus OH 43218-3043

Gottlieb Johnston Beam & DalPonte
PO Box 190
Zanesville OH 43702-0190

HSBC Card Services
Customer Service
PO Box 379
Wood Dale IL 60191-0379

HSBC Card Services
Customer Service
PO Box 80084
Salinas CA 93912-0084

Internal Revenue Service
PO Box 7346
Philadelphia PA 19101-7346

(p)JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774

Levy & Associates
4645 Executive Dr
Columbus OH 43220-3601

Brandon L. Longstreth Sr.
140 Juanita Dr
Zanesville, OH 43701-6235

Shannon L. Longstreth
140 Juanita Dr
Zanesville, OH 43701-6235

Longstreth Enterprises LLC
Attn: Chief Financial Officer
140 Juanita Dr
Zanesville OH 43701-6235

Michael and Natalie Postell
6 Marcel Ct
Fairfield OH 45014-3652

Midland Credit Management
350 Camino De La Reina #100
San Diego CA 92108-3007

Muskingum County Common Pleas Court
401 Main St
Zanesville OH 43701-3565

Muskingum County Utilities Department
375 Richards Rd
Zanesville OH 43701-6605

Ohio Department of Taxation
Attn: Bankruptcy Division
PO Box 530
Columbus OH 43216-0530

Ohio Department of Taxation
c/o Attorney General of Ohio
Collections Enforcement Section
150 East Gay Street 21st Fl
Columbus OH 43215-3191

(p)P&B CAPITAL GROUP LLC
ATTN COLLEEN KIMBLE
455 CENTER RD
BUFFALO NY 14224-2100

PA Turnpike Toll by Plate
PO Box 645631
Pittsburgh PA 15264-5254

(p)PAWNEE LEASING CORPORATION ATTN SANDI CAR
3801 AUTOMATION WAY
STE 207
FORT COLLINS CO 80525-5735

PayPal Credit
Bankruptcy Notice
PO Box 5138
Lutherville Timonium MD 21094-5138

(p)PEKIN INSURANCE
ATTN RECOVERY MANAGEMENT
2505 COURT STREET
PEKIN IL 61558-0002

Radius Global Solutions LLC
7831 Glenroy Rd Ste 250
Minneapolis MN 55439-3117

Reds Report
1350 W Fifth Ave #30
Columbus OH 43212-2907

(p)REVENUE ASSISTANCE CORPORATION
3711 CHESTER AVE
SUITE 200
CLEVELAND OH 44114-4623

Ross Midian & Breitmayer LLC
846 S High St
Columbus OH 43206-1928

Russell & Myla Annis
5059 Countess Dr
Columbus IN 47203-2817

(p)SN SERVICING CORPORATION
323 FIFTH ST
EUREKA CA 95501-0305

Second Round Sub LLC
c/o Levy & Associates LLC
4645 Executive Dr
Columbus OH 43220-3601

Seward Plumbing Heating & Cooling LLP
1058 Linden Ave
Zanesville OH 43701-3051

Southwest Credit
4120 International Pkwy #1100
Carrollton TX 75007-1958

Synchrony Bank
Attn: Bankruptcy Dept
PO Box 965061
Orlando FL 32896-5061

(p)T MOBILE
C O AMERICAN INFOSOURCE LP
4515 N SANTA FE AVE
OKLAHOMA CITY OK 73118-7901

TBF Financial LLC
Attn: Chief Financial Officer
740 Waukegan Rd #404
Deerfield IL 60015-5505

The Village of Linndale OH
Citations Processing Center
PO Box 7200
Beverly MA 01915-0096

US Attorney
Attn: Civil Process Clerk
303 Marconi Blvd #200
Columbus OH 43215-2840

US Attorney General
Main Justice Building Rm 5111
10th & Constitution Ave NW
Washington DC 20530-0001

US Bank Home Mortgage
Attn: Chief Financial Officer
PO Box 21948
Eagan MN 55121-0948

Vantage Sourcing
4930 W State Hwy 1 #1
Taylor AL 36305

Verizon Wireless
Bankruptcy Dept
PO Box 408
Newark NJ 07101-0408

Village of South Zanesville
Income Tax Department
24 E Main St
South Zanesville OH 43701-6213

Wagner Falconer & Judd LTD
100 S Fifth St #800
Minneapolis MN 55402-5357

Zanesville Pallet Inc
2235 Licking Rd
Zanesville OH 43701-2728

Crystal I Zellar
Zellar & Zellar, Attorneys at Law, Inc.
720 Market St
Zanesville, OH 43701-3716

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Ditchey Geiger LLC
7123 Pearl Rd #400
Cleveland OH 44130

JPMorgan Chase Bank
PO Box 15364
Wilmington DE 19850-5364

P&B Capital Group LLC
455 Center Rd
Buffalo NY 14224

Pawnee Leasing Corporation
Attn: Chief Financial Officer
3801 Automation Way #207
Fort Collins CO 80525

Pekin Insurance Co
2505 Court St
Pekin IL 61558

Revenue Group
PO Box 93983
Cleveland OH 44101-5983

SN Servicing Corporation
323 5th Street
Eureka CA 95501-0305

T Mobile
Bankruptcy Dept
PO Box 53410
Bellevue WA 98015

End of Label Matrix
Mailable recipients 64
Bypassed recipients 0
Total 64